

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-11-61752

HUD# 07-12-0144-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TERRACE HILL INVESTMENTS LLC

PO Box 456

Granger, Iowa 50109

T & L PROPERTIES

PO Box 456

Granger, Iowa 50109

KRISTIN STUDER

T & L Properties

PO Box 456

Granger, Iowa 50109

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965" Iowa Code Chapter 216. In her complaint, Complainant alleged that on September 26, 2011, Respondents' falsely represented the availability of a rental property due to familial status when they published an advertisement for a one-bedroom apartment as a two-person occupancy and advertised, "Adult Building." On October 11, 2011, when a tester called to inquire about the dwelling and stated she had a 3-year-old child, Respondent stated, "Oh, okay uh we wouldn't have anything available for you." Respondents' refusal to rent to a prospective tenant with a child effectively removed this rental property from the market to potential applicants with minor children and indicated a limitation or discrimination based on familial status, the presence of minor children in the household. Such a limitation makes unavailable an otherwise available dwelling to families with children.

Respondents documented to the Commission that their complex has 83 efficiency apartments and 3 one-bedroom apartments. The efficiency apartments are single occupancy and applicants must be adults to execute the lease. A temporary manager, who had never rented out a one-bedroom apartment, assumed incorrectly that the entire building was designated as an "adults building." Respondents documented they have ceased stating "Adult Building" in their advertisements.

Respondents own or manage the subject property, an 86-unit apartment complex at 2525 Grand Avenue, Des Moines, Iowa 50319.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

#### Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act); Iowa Code § 216.8(1)(a).

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to represent to a person of a particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status that a dwelling is not available for inspection, sale, or rental when the dwelling is available for inspection, sale, or rental.

42 U.S.C. 3604(d) (Section 804(d) of the Fair Housing Act); Iowa Code § 216.8A(2).

4. Respondents also acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Respondents acknowledge the statement “Adults Building” discourages families with minor children from making application because it indicates such families are not solicited or welcome as tenants. Respondents acknowledge such a statement violates Federal and State Fair Housing Laws.

## Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

## Disclosure

9. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

## Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Training

11. Respondents agree each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition of discrimination against families with children and discriminatory advertising. Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

For three years following the execution of this Settlement Agreement, within thirty (30) days after each training, Respondents shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s), and certifications executed by Respondents and covered employees and agents confirming their attendance. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will also be furnished within thirty (30) days of such request.

#### Future Advertising

12. For twelve months following the execution of this Settlement Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website for all rental units other than efficiency apartments will include the following language: "Families with children are welcome."

Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic.

Respondents agree to send a copy of their first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

13. For twelve months following the execution of this Settlement Agreement, Respondents also agree to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed).

If requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request.

#### Relief for Complainant

14. Respondents agree to plan, conduct, or sponsor a Fair Housing Event in Des Moines metro, Iowa, prior to June 1, 2012. The Fair Housing Event will be open to other persons or organizations involved in the residential rental housing business, including housing providers, real estate agents, tenants, prospective tenants and Respondents' employees.

Respondents agree to provide specifics about the Fair Housing Event, including date and location, a list of invitees, and the agenda or outline of topics to be discussed, to the Commission, to the attention of Don Grove, Supervisor of Investigations, 30 days prior to the Fair Housing Event.

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Terrace Hill Investments LLC, RESPONDENT

Date

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T & L Properties, RESPONDENT

Date

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Kristin Studer, RESPONDENT

Date

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Mary Chapman, COMPLAINANT

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION